

**Tariff for Retail Delivery Service
Oncor Electric Delivery Company LLC**



6.3 Agreements and Forms

Applicable: Entire Certified Service Area
Effective Date: September 21, 2009

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6.3.1 Facilities Extension Agreement

WR Number: 3268898

Transaction ID: 10130

This Agreement is made between City of Grand Prairie, hereinafter called "Customer" and Oncor Electric Delivery Company LLC, a Delaware limited liability company, hereinafter called "Company" for the extension of Company Delivery System facilities, as hereinafter described, to the following location 2092 Highway 360 Grand Prairie TX 76065

The Company has received a request for the extension of: (check all that apply)



STANDARD DELIVERY SYSTEM FACILITIES TO NON-RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve Customer's estimated maximum demand requirement of 572.9 kW ("Contract kW"). The Delivery System facilities installed hereunder will be of the character commonly described as 277/480 volts at 60 hertz, with reasonable variation to be allowed.



STANDARD DELIVERY SYSTEM FACILITIES TO RESIDENTIAL DEVELOPMENT

Company shall extend standard Delivery System facilities necessary to serve:

 All-electric residential lot(s)/apartment units, or
(Number of lots/units)

 Electric and gas residential lot(s)/apartment units.
(Number of lots/units)

The Delivery System facilities installed hereunder will be of the character commonly described as volt, phase, at 60 hertz, with reasonable variation to be allowed.



NON-STANDARD DELIVERY SYSTEM FACILITIES

Company shall extend/install the following non-standard facilities:

ARTICLE I - PAYMENT BY CUSTOMER

At the time of acceptance of this Agreement by Customer, Customer will pay to Company \$51,577.31 as payment for the Customer's portion of the cost of the extension of Company facilities, in accordance with Company's Facilities Extension Policy, such payment to be and remain the property of the Company. Subject to provisions in Article V.

ARTICLE II - NON-UTILIZATION CLAUSE FOR STANDARD DELIVERY SYSTEM FACILITIES

This article, Article II, applies only to the installation of standard Delivery System facilities.

- a. The amount of Contribution in Aid of Construction ("CIAC") to be paid by Customer under Article I above is calculated based on the estimated data (i.e., Contract kW or number and type of lots/units) supplied by Customer and specified above. Company will conduct a review of the actual load or number and type of lots/units at the designated location to determine the accuracy of the estimated data supplied by Customer. If, within four (4) years after Company completes the extension of Delivery System facilities, the estimated load as measured by actual maximum kW billing demand at said location has not materialized or the estimated number and type of dwelling units/lots at said location have not been substantially completed, Company will re-calculate the CIAC based on actual maximum kW billing demand realized or the number and type of substantially completed dwelling units/lots. For purposes of this Agreement, a dwelling unit/lot shall be deemed substantially completed upon the installation of Company's meter. The installation of a Company meter in connection with Temporary Delivery Service does not constitute substantial completion.
- b. Customer will pay to Company a "non-utilization charge" in an amount equal to the difference between the re-calculated CIAC amount and the amount paid by Customer under Article I, above. Company's invoice to Customer for such "non-utilization charge" is due and payable within fifteen (15) days after the date of the invoice.

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ARTICLE III - TITLE AND OWNERSHIP

Company at all times shall have title to and complete ownership and control over the Delivery System facilities extended under this Agreement.

ARTICLE IV - GENERAL CONDITIONS

Delivery service is not provided under this Agreement. However, Customer understands that, as a result of the installation provided for in this Agreement, the Delivery of Electric Power and Energy by Company to the specified location will be provided in accordance with Rate Schedule _____ Secondary Service Greater Than 10 Kw _____, which may from time to time be amended or succeeded.

This Agreement supersedes all previous agreements or representations, either written or oral, between Company and Customer made with respect to the matters herein contained, and when duly executed constitutes the agreement between the parties hereto and is not binding upon Company unless and until signed by one of its duly authorized representatives.

ARTICLE V - OTHER SPECIAL CONDITIONS

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

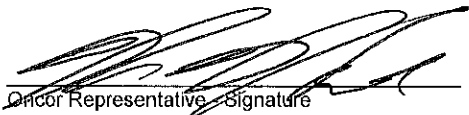
(ii)

Customer is responsible for all civil within the granted easement.

(iii)

ACCEPTED BY COMPANY:

Oncor Electric Delivery Company LLC



Oncor Representative - Signature

Nicholas Horvatic

Oncor Representative - Printed Name

New Construction Manager

Oncor Representative - Title

08/28/17

Date

ACCEPTED BY CUSTOMER:

City of Grand Prairie

Customer / Company Name

Customer Representative Signature

Tom Hart

Customer Representative - Printed Name

City Manager

Customer Representative - Title

Date

